

OFFICE OF THE CONTROLLER
GOVT. PRINTING AND STATIONERY,
MADHYA PRADESH, BHOPAL Pho. 0755-2551069
E-mail- contgovtpress@nic.in

Re-TENDER NOTICE

E-FILE No. GPR/10/5/0001/2023-PUR-Govt Press 199

Date: 19/01/2023

1. Online bidding for purchase of **PERFECT BINDING MACHINE (SINGLE CLAMP)** for Government Printing Press, Bhopal has been published on Portal <https://mptenders.gov.in>. Technical and commercial E-tender is invited returnable on or before **04.00 pm on 06 February, 2023** as per key dates for purchase of PERFECT BINDING MACHINE (SINGLE CLAMP) from the Manufacturers/Channel Partners/Authorised Dealers.
2. Tender document is available on website www.govtpressmp.nic.in
3. Online E-tenders for this subjects matter is invited online and will be opened upto **02.00 PM on 8 February, 2023** as per key dates in the office of the undersigned in the presence of participants, Bidders or their Authorised representative.
4. All corrigendum/amendments/changes, if any will be issued and will be available only on <http://mptenders.gov.in>.

Approved by Controller



Deputy Controller
PRINTING AND STATIONERY,
MADHYA PRADESH, BHOPAL





Request for Proposal (RFP) for Selection of vendor for procurements of

GROUP - E (II)

SITC & CSMC FOR PERFECT BINDING MACHINE (SINGLE CLAMP)

CONTROLLER, GOVERNMENT PRINTING & STATIONERY

MADHYA PRADESH, BHOPAL

Maida Mill Road, Bhopal-462011

Contact:0755-2550931

E-mail: contgovtpress@nic.in

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Key Dates and Time

EVENT	TARGET DATE
Release of RFP	18 January, 2023
Last date and time for Purchase of RFP	03 February, 2023, 02.00 p.m.
Last date and time for submission of bids	06 February, 2023, 04.00 p.m.
Opening of Technical Bids	08 February, 2023, 02.00 p.m.
Opening of commercial bids	To be informed later

1. Introduction

The Controller, Govt. Printing and Stationery, Bhopal, Govt. of MP envisages to select a vendor for supplying various kinds of pre-press, printing and binding machines, associated IT hardware and software items to upgrade the facilities.

1.1 Fact Sheet

S. No.	Item	Particulars
1	Method of Selection	The method of selection is Least Cost Selection/ Lowest Bid Selection (L1). The Work Order will be awarded to the bidder quoting the lowest "Grand Total Price" post technical qualification. Prices exclusive of any applicable taxes will be considered while arriving at financial price.
2	Availability of RFP document	Download from www.mptenders.gov.in
3	Date of RFP Issuance	18 January, 2023
4	Tender Fee (Non-refundable, No exempted)	Rs. 5,000(FIVE THOUSAND ONLY) through eProcurement portal
5	Bid Security / Earnest Money Deposit (EMD)	Rs. 1,18,000/- (ONE LAKH EIGHTEEN THOUSAND ONLY) through e-Procurement portal
6	Last date and time for Purchase of RFP	03 February, 2023, 02.00 p.m.
7	Last date and time for bid / Bid submission (on or Before)	06 February, 2023, 04.00 p.m. Online at www.mptenders.gov.in
8	Date, time for opening of Technical Bids	08 February, 2023, 02.00 p.m.
9	Bid validity	Bid should remain valid up to 180 (One Hundred and Eighty) days from the actual date of submission of the Bid.
10	Currency	Currency in which the Bidders may quote the price and will receive payment in INR only.

11	Address of Communication	Office of the Controller, Govt. Printing Press, Maida Mill Road, Bhopal- 462001.
12	Contact No.	0755-2550931
13	Contact Person	Shri. Vilas Manthanwar, Dy Controller, HQ Email: contgovtpress@nic.in Mobile No. 9479596499
14	e-Tendering Support	Help Desk Contact Details: - Toll free no's: 18002588684

For the procurement process, the bidders should follow the procedure described on eTendering website (www.mptenders.gov.in). Further details about the e-Tendering procedure & its requirements, refer manual available on e-Tendering website.

For any technical related queries, please call 24 X 7, Helpdesk No. **0120-4001-002, 0120-4001-005, 0120-6277-787.**

Email support:

A)For any issues or clarifications related to the published tender bidders are requested to contact the respective tender inviting authority.

Technical-support-eproc(at)nic(dot)in

1.2. Definitions

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- a. "Machines" means printing, binding machines and associated IT hardware and software etc. functioning as one printing unit
- b. "Eligible Bidder" means bidder satisfying qualifying criteria
- c. "Effective Date" means the date as provided in **Clause 3.5**
- d. "The Purchaser" means The Controller, Govt. Printing and stationery, Bhopal, Govt. of Madhya Pradesh
- e. "The Vendor" means the successful bidder with whom the Purchaser enters into contract against this tender
- f. "The Contract" means an agreement entered into by the Purchaser with the successful bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- g. "The Contract Price" means the price payable to the Vendor under the contract for the full and proper Performance of its contractual obligations;
- h. "Services" means services to be provided as per the requirement mentioned in the Tender;
- i. "Consignee" or "Indenter" or "Buyer" means the officer authorized by the Government of Madhya Pradesh for receiving Machines and subsequent services at the place of receipt;
- j. "Goods" or "Machines" or Instruments" or "Equipment" means all of the equipment, sub-systems, hardware, software, products accessories, software and/or other material / items which Vendor is required to supply, install and maintain under the contract.
- k. "Non-compliance" means failure/refusal to comply the terms and conditions of the Tender;
- l. "Non-responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro-forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee on EMD.
- m. "e-Tendering System" means the Government of Madhya Pradesh's electronic tendering system listed at www.mptenders.gov.in

- n. "Controller" means The Controller Govt. printing and stationery ,Bhopal, Government of Madhya Pradesh.
- o. "Notice" means a notice; or a consent, approval or other communication required to be in writing under this Contract.
- p. "Working days" means working days of Government of Madhya Pradesh.
- q. "OEM" means the Original Equipment Manufacturer of Machines under the scope of this RFP.
- r. "Services" means the work to be performed by the bidder pursuant to this RFP and to the contract to be signed by the Vendor in pursuance of the work awarded by the Purchaser.
- s. "CAPEX" capital expenditures or the fixed cost of items being supplied like pre-press printing and binding machines and their accessories.
- t. "OPEX" operational expenditures or the cost of operation/ cost of warranty/ Comprehensive annual maintenance contract/ expenditures of Full Annual Service & Maintenance Agreement .
- u. "SITC" means Supply, Installation, Testing and Commissioning of the machine.
- v. "FASMA" means Full Annual Service & Maintenance Agreement.
- w. "Service Call" means call the given by the office of the controller to the vender to attend the equipment/ machine for its nonperformance or performance below average.
- x. "Preventative Maintenance" means maintenance service given regularly by checking wear and tear of machine to avoid further breakdown.
- y. "Comprehensive Maintenance contract" means providing all technical services for Preventative, breakdown maintenance along with providing all mechanical, electrical and electronic spares.

2. Instructions to the Bidders

2.1. General

While every effort was been made to provide comprehensive and accurate background information and requirements, Bidders should propose suitable device to meet Purchaser's requirements.

All information supplied by Bidder as a part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the Work Order by the purchaser on the basis of this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of purchaser. Any notification of preferred bidder status by purchaser shall not give rise to any enforceable rights by the Bidder. Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of purchaser.

Bids should be received by the purchaser on e-Procurement portal before the time and date specified in the schedule of the tender notice. The Purchaser may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.

2.1.1. E-Procurement Guidelines

Submission of Proposals

Bidders should submit their responses as per the procedure specified in the eProcurement portal (<https://mptenders.gov.in>) being used for this purpose. The items to be uploaded / submitted online on the portal would include all the related documents mentioned in this RFP, such as:

- Tender Fee online submission
- EMD online submission
- Technical Proposal
- Financial proposal
- Additional certifications/documents e.g. Power of Attorney etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.

The bidder is responsible for registration on the e-procurement portal (<https://mptenders.gov.in>) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number 18002588684.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. The user department will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the MP TENDERS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the MP TENDERS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP TENDERS Portal.

More information useful for submitting online bids on the MP TENDERS Portal may be obtained at: <https://mptenders.gov.in/nicgep/app>

Registration

- 1)** Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link "**Online bidder Enrollment**" on the MP TENDERS Portal **which is free of charge.**
- 2)** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3)** Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP TENDERS Portal.
- 4)** Upon enrolment, the bidders will be required to register **their valid Digital Signature Certificate (Class III Certificates with signing key usage)** issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5)** Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6)** Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

Searching for Tender Documents

- 1) There are various search options built in the MP TENDERS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an

option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP TENDERS Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the MP TENDERS Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

Preparation of Bids

- 1) Bidder should consider any corrigendum published on the tender document before submitting their bids.
- 2) Bidders must go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Submission of Bids

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option to pay the tender fee / EMD as applicable and enter details of the instrument.

- 4) Bidder should prepare the EMD as per the instructions specified in the tender document.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Bidder's authorised signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder stating that he is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

2.2. Compliant Bids / Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of RFP document with full understanding of its implications.

Failure to comply with the requirements of this RFP may render the bid non-compliant and the Bid may be rejected. Bidder should:

1. Include all documentation specified in this RFP, in the bid
2. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in the RFP
3. Comply with all requirements as set out within this RFP

2.3. Bidders to Inform

The bidders shall be deemed to have carefully examined the Terms and Conditions, Scope, Service Levels, Specifications and Schedules of this RFP. If bidder has any doubts/clarification as to the meaning of any portion of the Condition as to the meaning of any portion of the conditions or the specifications he shall, set forth the particular thereof and submit them to Purchaser in writing in order that such doubt may be removed or clarified as provided.

2.4. Bid preparation cost

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of preparations, etc. for the purpose of clarification of the bid, if so desired by the Purchaser.

2.5. RFP Document Fee

The tender document is available and downloadable on website (www.mpeproc.gov.in). Tender Fee of **Rs. 5,000/- (FIVE THOUSAND ONLY)** should be paid online through e-Tendering portal. Without the payment of tender fee, the bids will be taken as incomplete and non-responsive and shall not be considered. The tender fee should be non-refundable.

2.6. Earnest Money Deposit (EMD)

EMD of Group – E (II), mentioned below may please be seen.

Rs. 1,18,000/-

EMD of Rs. 1,18,000/- (ONE LAKH EIGHTEEN THOUSAND ONLY) should be paid online through e-Procurement portal or offline in the form of Demand Draft. EMD should be in favour of The **Controller, Govt. Printing and stationery, Bhopal Payable at Bhopal**. In case of demand draft, scanned copy should be uploaded with technical proposal and original DD should be submitted in the office of the Controller, Govt Press after opening

of technical proposal when asked by the Department. No exemption for submitting the EMD will be given to any bidder. EMD in any other form will not be entertained.

For Unsuccessful bidders: The bid security/EMD of all unsuccessful bidders would be refunded without interest by Purchaser on finalization of the bid in all respects by the successful bidder.

For Successful bidders: The bid security/EMD, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

The above-mentioned refund would be completed within 3 months of the release of the RFP.

In case bid is submitted without the bid EMD then Purchaser reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD may be forfeited in any of the following circumstances:

1. If a bidder withdraws its bid during the period of bid validity
2. In case of a successful bidder, if the bidder fails to submit the performance bank guarantee and/or sign the contract in accordance with this RFP

2.7. Bid Validity Period

Bid should remain valid for the time period mentioned in the Fact Sheet (**Section 1.1**). On completion of the validity period, unless the Bidder withdraws his bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his bid.

2.8. Contents of Bid

The two (2) bids system should be followed. Technical, and Commercial Offers should be uploaded separately through the e - Procurement portal.

Document Set	Name of Document	Set
One	Technical Bid	Technical bid as per Section 8 along with the required supporting documents.
Two	Commercial bid	Commercial bid as per Section 9 along with the required supporting documents.

- a. All documents should be uploaded on the e - Procurement portal
(mptenders.gov.in)
- b. Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Commercial Bid. Price quoted elsewhere should be liable to rejection.

- c. All the pages of the bid should be sequentially numbered. The bid documents should contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- d. All pages of the bid should be initialed and stamped by Authorized Signatory in whose name Power of Attorney has been issued.
- e. Failure to submit the bid before the submission deadline specified in the Fact Sheet would cause a bid to be rejected.

2.9. Bid Formats

2.9.1. Technical Bid Formats

Sr. No.	Section Heading	Details
1	Checklist for Technical Bid	As per format provided in section 8.1
2	Technical Covering Letter	As per format provided in section 8.2
3	Company Profile	As per format provided in section 8.3
4	Legal Entity	<ol style="list-style-type: none"> 1. Copy of Certificate of Registration/Certificate of Incorporation 2. PAN card 3. GST registration
5	Annual Turnover and Net Worth	As per format provided in section 8.10
6	Power of Attorney	Power of Attorney as per format provided in section 8.4 to be accompanied
7	Authorization letter from OEM(s) to quote OEM's product	As per format provided in section 8.5
8	No Deviation Certificate	As per format provided in section 8.6
9	Self-certificate for nonblacklisting clause	As per format provided in section 8.7 & section 8.8
11	Experience in supplying prepress/printing/Binding machines in Government and PSU/ Private Print house	As per format provided in section 8.9

Note: No consortium / Joint Venture is allowed.

2.9.2. Commercial Bid Format

The Bidder should submit the Commercial Bid in the format specified in **Section 9**.

2.10. Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall be governed.

2.11. Authentication of Bids

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization should be (in the **Section 8.4**) a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

2.12. Amendment of Request for Proposal

At any time prior to the due date for submission of bid, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments should be uploaded on the e-procurement portal website, through corrigendum and should form an integral part of RFP document. The relevant clauses of the RFP document should be treated as amended accordingly.

It should be the responsibility of the prospective bidder(s) to check the e-procurement portal website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, Purchaser shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, Purchaser, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on the e-Procurement website.

2.13. Bid Price

Commercial Bid shall be as per the format provided in **Section 9**. Total price of SITC & CSMC will have to be mentioned and sum of this mentioned in the column subtotal. Grand total will be sum of all which will be taken for evaluation. Bidders should give the required details of all applicable taxes in respect of direct transaction between Purchaser and the Bidder.

Prices quoted by the Bidder should remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation should be treated as non-responsive and rejected.

2.14. Late Bids

Late submission will not be entertained and will not be permitted by the e-Procurement Portal. The bids submitted by any other mode than Madhya Pradesh e-Procurement portal shall not be considered. No correspondence will be entertained on this matter.

Purchaser should not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.

Purchaser reserves the right to modify and amend any of the above-stipulated condition/criterion.

2.15. Right to terminate the process

Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by Purchaser.

2.16. Subcontracting

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

2.17. Non-Conforming Bids

A bid may be construed as a non-conforming bids and ineligible for consideration:

- i. If it does not comply with the requirements of this RFP
- ii. If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution

2.18. Acceptance and Rejection of Bids

Purchaser reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Purchaser reserves the right to assess the Bidder's capabilities and capacity. The decision of Purchaser shall be final and binding.

Bid should be free of over writing. All erasures, correction or addition should be clearly written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, Purchaser reserves the right to reject the Bid and forfeit the EMD.

If there is any discrepancy in the commercial bid, it will be dealt as per the following:

- a. If, in the price structure quoted for the required goods/services, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly.

- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals should prevail, and the total should be corrected.
- c. If there is a discrepancy between words and figures, the amount in words should prevail.
- d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Purchaser, the bid is liable to be disqualified.

2.19. Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a. During validity of the bid, or its extended period, if any, the bidder increases its quoted prices
- b. The bidder's bid is conditional and has deviations from the terms and conditions of RFP
- c. Bid is received in incomplete form
- d. Bid is not accompanied by all the requisite documents
- e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any
- f. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- g. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

2.20. Corrupt or Fraudulent Practices

The Purchaser requires that the Bidders under this tender should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- i. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the tender, procurement process or in contract execution;
- ii. In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- iii. "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or a procurement process or an execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid

submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;

- iv. The Purchaser will suspend the award of contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.
- v. The Purchaser will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

2.21. Eligible Goods and Services, and OEM Criteria

- a. For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment; and "related services" include services such as insurance, transportation, supply, installation, integration and testing, training and maintenance.
- b. **The Bidder shall quote only one specific make and model for one particular item (machine) from only one specific OEM for specified requirement. Providing more than one option shall not be allowed.** Machine quoted by the Bidder should be associated with item code and names and with printed literature describing configuration and functionality.
- c. Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in **Section 8.6**. The bids with deviation(s) are liable for rejection.
- d. **The OEM for each products or technology quoted should be in the business of that product or solution or technology for at least 5 years as on the date of release of the RFP.**
- e. All the OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- f. *The OEM should ensure that products or technology quoted are neither end of sale nor end-of-life as on the date of delivery and are not end-of-support till the successful completion of warranty period of the project.*
- g. Bidder should quote products in accordance with above clause "Eligible goods and related services".
- h. The bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs/ Private Agencies on bid submission date.

2.22. Conflict of Interest

A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Purchaser for, inter alia, the time, cost and effort of Purchaser including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to Purchaser hereunder or otherwise.

Purchaser requires that the bidder provides solutions which at all times hold Purchaser's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Purchaser.

2.23. Right to vary quantity

At the time of award of contract, the quantity of goods or services originally specified in the bidding documents may be increased or decreased to upto 25% of the originally stipulated quantity It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

If the Purchaser procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionally increased.

2.24. Modification and Withdrawal of Offers

The bidder may modify its bid through e-Tendering system at any time prior to submission of bids. However, withdrawal of original offer will not be allowed. No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers. If date of submission is extended due to some reasons, modification in offer is possible till extended period provided bid has not been opened.

2.25. Confidentiality

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.
- b. The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

- c. At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection, expiry or termination of the contract.

3. Scope of Work & Payment Terms

3.1. Supply and Maintenance of Machines

The Scope of work for successful vendor is given below:

- a) The Vendor should be responsible for supply, installation, testing & commissioning along with CSMC of Printing machines at Govt. Printing Press, Bhopal, Govt. of Madhya Pradesh and maintenance of Machines as per the minimum specifications given in the RFP Section- Annexure-7.
- b) Installation of Machines will be the responsibility of the vendor. Vendor is expected to conduct the physical survey of the site and give installation requirement to the department like space and electricity required.
- c) Department may ask to customize/configure the machine to be supplied upto the extent possible.
- d) The vendor should be responsible for delivery and acceptance testing of the equipment (and its accessories) at site (Bhopal) of the order and for making them fully operational within **8 weeks** from the date of issuing Work Order.
- e) The Vendor should depute its technically qualified representatives for configuring and testing the delivered quantity of Machines in presence of the designated officer at Office of the Controller, Govt. Printing Press, Bhopal. The designated officer from Department will inspect all the supplied machines and provide sign-off on acceptance report after successful testing as mentioned **section 6.9**.
- f) The Vendor at the site (Bhopal), in the presence of purchaser or its representative, should deliver, demonstrate the equipment and its peripherals. This demonstration should involve familiarization with functionalities and Do's & Don'ts regarding supplied equipment.
- g) The Vendor should provide support to Purchaser in reference to faulty Machines. They should be required to replace/fix/provide resolution as per the Service levels mentioned in the **Section 3.7**. The entire cost of replacement including transportation from the Manufacturing Plant or Port of Landing to the location should be borne by the concerned vendor.

- h) The Vendor should ensure that all the machines offered are as per the specification mentioned in At **Section 7: Annexure-A**. No item with short supply or with different technical specifications will be accepted in any circumstances.
- i) The Vendor should provide packing to prevent damage or deterioration of the goods during transit to their final destination. The packing should be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage.
- j) Vendor should provide necessary software and technical document including drivers, installable(s), manuals, to enable Purchaser in using machines and also integrating these machines in their existing/new business applications.
- k) The Vendor should provide technical support /guidance to the Purchaser and should nominate a Technical Single Point of Contact (SPOC) who should provide technical assistance to the Purchaser/Consignee/Buyer in reference to installation of the machines at Govt. printing press.
- l) The Vendor should be responsible to provide training to the Purchaser/Consignee/Buyer. The training would include basics of the machines, key functionalities and operational features, usage guidelines, safety measures, etc. The training location will be Bhopal.
- m) The controller, Government Printing press Bhopal will have discretionary powers to physically verify and check the performance of machines installed at other client locations in MP or other states. The vendor will facilitate live demonstration of the performance of quoted model of machine.

3.2. Comprehensive Annual Maintenance Contract

- a) The Vendor should provide the after sales support/ Comprehensive annual maintenance contract as per the service levels mentioned in the **Section 3.7**.
- b) The supplied Machines should carry a 5 Years comprehensive Annual Maintenance Contract. The CSMC period for supplied item will commence immediately from the date of acceptance sign-off from the designated officer of Department. The AMC should cover all the components/spares including necessary software required to operate the machines, operating system and provided accessories.
- c) The machines supplied will only be repaired by authorized service engineer of the OEM. For this purpose. The OEM should be responsible to provide warranty and support at the site under the AMC. AMC is also being taken through the same RFP.
- d) As part of AMC, the Vendor should, during the above said period replace parts, if any, and remove any manufacturing defect, if found, to make the device fully operative. The replacement of machines should be done free of cost in case of any manufacturing defect in initial 6 months.
- e) The Vendor should establish a complaint redressal system to register the complaint about hardware and software issues and will also maintain a log of issues, time and date of receipt of call, cause / nature of problem (network, hardware etc.), date & time of resolution provided etc. The working hours for the same should be from 10:00 am to 6:00 pm on working days.

3.3. Specifications of Equipment

The technical specifications shared in **Section 7 (Annexure A)** are the minimum requirements of the purchaser. The Bidder can offer higher/latest specification without changing the make and model of the product.

The indicative volume of Machines/ IT hardware and software to be provided under this tender are **mentioned in the BOQ** against each item. This is subject to modifications at the time of issuance of Work Order. Purchase reserves the right to alter/modify the numbers as per the project need. However, the extent of the volume change shall be restricted to (+) plus or (-) minus 25% of the specified volume.

3.4. Area of Operation

The Machines as specified in this tender document shall be used in Govt. Printing Press, Bhopal, Madhya Pradesh.

3.5. Period of Contract

The Contract period should commence from the date of signing of contract (Effective Date) and should remain valid for 90 Days post expiry of AMC five (5) years.

3.6. Payment Terms

The Purchaser shall make 80 % payment of hardware/ machines (CAPEX cost) to the vendor against delivery and successful testing and commissioning subject to receipt of invoice accompanied by following documents for all supplied equipment(s),

- a) Duly acknowledged Delivery Challan(s) showing goods description, quantity, unit price and total amount
- b) Successful acceptance sign-off issued by the designated authority of Govt. printing press at Bhopal for equipment(s) supplied with mention of Make & model, quantity and date of successful acceptance/testing
- c) Successful testing means, installation of machines purchased and sign off from the testing team.
- d) Payment will be made only for unit which are successfully tested and given sign off from technical evaluation committee of department. In case there are some machines found faulty then payment will not made for those units. Payment will be made on pro-rata basis for machines successfully tested.

10 % of the CAPEX price will be paid after successfully conducting operational training for the end users. The training will be provided by the expert at Bhopal location.

Remaining 10 % of CAPEX price payment will be made after the machines start working as a unit in integrated manner and overall operation of printing press Goes live with new machines.

Payment of OPEX Component will be done on quarterly basis within 15 days of invoice generation date.

3.7. Service Levels

Service Level Agreement (SLA) will form part of the contract between Purchaser and the Vendor. SLA defines the terms of the Vendor's responsibility in ensuring the timely delivery and the compliance to the Performance Indicators as detailed in this document. The Vendor has to comply with Service Levels requirements to ensure adherence to timelines, quality and availability of services.

The Purchaser should have the right to expect the following service levels as also to impose penalty on Vendor on its failure to meet them as under:

#	Description	Service Level	Penalty
1.	The Vendor needs to deliver and complete acceptance testing for 100% of the ordered quantity of Machine (s) within 10 weeks from issuance of Purchase order by the Purchaser	Within 10 Weeks	No Penalty
		>10 Weeks	0.5 % (the value of undelivered and / or not accepted quantity) per week or part thereof, for every subsequent week subject to a max of 12 weeks.

#	Description	Service Level	Penalty
		>12 Weeks	The Contract can be terminated and the PBG can be forfeited.

Under CSMC period the vendor has to provide resolution of any hardware or software issue related to the Machine (s) free of cost or replace the machine/spars with a completely new machine with same make and model. Following are the service levels for replacement of machines:

#	Description	Service Level	Penalty
1.	Provision of replacement of defective/damaged parts/assembly/software's in case of poor performance issue related to the Machine(s) during the AMC period	Within 6 months from the date of reporting of issue	No penalty
		More than 6 months	Penalty of Rs. 1000/- per day per reported machine.
		More than 8 months	Attracts penalty of Rs. 1,500/- per day.
2.	Attending service call	Within 48 hours	No penalty
		Above 48 Hours	Penalty of Rs. 2000/- per day per reported machine.
		Above 96 Hours	Attracts penalty of Rs. 4,000/- per day.

Note - Public Holidays as declared by Government of Madhya Pradesh will be excluded for the above downtime calculation.

SLA adherence reports must be generated by the vendor and the same should be submitted to Purchaser on quarterly basis. This would be used for monitoring of SLA and calculation of penalties (if any), client at its own discretion may verify the SLA performance reports and penalties.

3.8. Penalty

The Purchaser/Indenter/buyer will make a complaint about the equipment / service through letter, e-mail, phone or any other means as the Purchaser/Indenter/buyer thinks fit or convenient to the Service Centre/ Single Point of Contact reported by Vendor.

The Vendor should establish a complaint redressal system to register the complaint about hardware and software issues and will also maintain a log of issues, time and date of receipt of call, cause / nature of problem (network, hardware etc.), date & time of resolution provided etc. Reports on monthly basis should be submitted for service level monitoring.

The penalty will be charged as explained in **Section 3.7**. If the total penalty reaches an amount equal to or more than 10% of the order value, the Purchaser shall invoke the Performance Bank Guarantee (PBG).

4. Selection Process for Bidder

4.1. Opening of Bids

The Bids shall be opened by Purchaser in presence of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bona-fide representatives of the bidder firm, for attending the opening of bid.

There will be two bid-opening events,

- a. Set 1 (Technical bid)**
- b. Set 2 (Commercial bid)**

The venue, date and time for opening the Technical bid are mentioned in the Fact sheet.

The date and time for opening of Commercial bid would be communicated to the qualified bidders. The Commercial Bids of only those bidders will be opened who clears the Technical qualification stage.

4.2. Preliminary Examination of Bids

Purchaser shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Purchaser and shall not be included for further consideration.

Initially Bid scrutiny shall be done and bids will be treated as non-responsive, if bids are:

- a. Not submitted in format as specified in the RFP document
- b. Received without the Letter of Authorization (Power of Attorney)
- c. Found with suppression of details
- d. With incomplete information, subjective, conditional offers and partial offers submitted
- e. Submitted without the documents requested
- f. Non-compliant to any of the clauses mentioned in the RFP
- g. With lesser validity period

4.3. Clarification on Bids

During the bid evaluation, Purchaser may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

4.4. Evaluation Process

An evaluation committee so constituted by Purchaser will evaluate the bids. Selection method is two stage **Least Cost Selection Method/ Lowest Bid Selection (L1)**

1. Technical Proposal
2. Commercial Proposal

The Committee constituted by Controller, Govt. Printing Press shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The steps for evaluation are as follows:

4.4.1. Stage 1: Technical Bid

Purchaser shall open the "Technical Bid" on date and time mentioned in Fact Sheet (section 1.1). **Each of the Technical condition mentioned in Section 4.5 is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

Bidders would be informed of their qualification/disqualification based on the Technical criteria through Email, Phone or e-Tender portal and subsequently, the Bid Security/EMD amount shall be returned to the respective disqualified Bidders.

The machines proposed in the bid document shall be evaluated as per the requirements specified in the RFP and evaluation framework as mentioned in **Section 4.5.**

Commercial bid will not be opened for those bidders, who don't qualify the technical evaluation.

4.4.2. Stage 2: Commercial Bid

All the technically qualified bidders will be notified to participate in Commercial Bid opening process.

The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Purchaser's discretion.

Commercial Bids that are not as per the format specified in **Section 9** shall be liable for rejection.

The bidder that has quoted the lowest Grand Total Price (L1) and remarks of the tender committee after *live technical demo successfully shall be awarded the contract.

For the purpose of arriving at L1, prices exclusive of Goods and Service Tax (GST) will be considered. The bid price will be in Indian Rupees (INR).

The bidder should take care that rate mentioned sufficiently covers the expenses that the bidder shall incur on the project as mentioned in the scope of work. There should not be any separate cost for each item. The indicative list of cost items in the bidder's scope of work are summarized below:

- Cost of SITC of perfect binding machines (Single clamp)
- Installation Cost, if any
- Comprehensive Onsite Warranty/AMC Charges
- Transportation and Forwarding Charges to the site
- Insurance to cover equipment during transit, up to testing of equipment at the site and handing it over to end-user
- Comprehensive Annual Maintenance Contract Charges

*To ask for technical demo is in the discretionary power of the controller

After submission of Performance Bank Guarantee by successful bidder, bid security amount shall be returned for those who don't qualify the commercial evaluation stage.

4.5. Technical Qualification Criteria

Sl. #	Technical Qualification Criteria	Documentary Evidence
1.	The bidder should be a company registered under the Companies Act, 1956/2013 (and amendments thereof)/ LLP/ Sole Proprietary Firm/ Partnership Firm and should be in operation in India for at least 5 years as on date of submission of bid.	1. Copy of Certificate of Registration/Certificate of Incorporation 2. PAN card 3. GST registration
2.	Bidder should either be Machine manufacturer (OEM) or duly authorized by the OEM. (OEM criteria are given in details under section 2.22)	Authorization letter to be issued by OEM of proposed machines on OEM's letter head as in Section 8.5 .

3.	The OEM whose Machines are being proposed in this project should have an annual turnover of 70 LAKHS or more in sales of various equipment's of offset printing, binding machine for each of last 3 years.	Certificate from OEM's Statutory Auditor on turnover details from supply and servicing of various equipment's of offset printing machines , binding machine (FY 2017-18, FY 2018-19 and FY 2019-20).
4.	In case the bidder is not an OEM the bidder should have average turnover of at least Rs. 46 LAKHS during the last three financial years (FY 2017-18, FY 2018-19 and FY 2019-20) from supply and servicing of various equipment's of offset printing machines, binding machine All other criteria of OEM will remain same as applicable and mentioned in RFP.	Certificate from the Statutory Auditor on turnover details from supply and servicing of various equipment's of offset printing machines , binding machine (FY 2017-18, FY 2018-19 and FY 2019-20).
5.	The net worth of the bidder, as on 31 st March 2019, should be Positive.	CA Certificate with CA's Registration Number and Seal.
6.	The bidder and OEM should not have been blacklisted by the Central Government, State Governments, Government Corporations or Private Agencies in India or abroad.	Self-Declaration for not being blacklisted on OEM's and Bidder's letter head separately as in Section 8.7 & Section 8.8
7.	The bidder should have similar experience of supplying and servicing of various equipment's of offset printing machine , binding machine in Government Organizations (PSU /Central or State Government Departments / Nationalized Banks) or Private Agencies in India during last 7 years ending last day of month previous to the date of submission of bids should be either of following: a) Three Similar completed works costing not less than Rs. 9,60,000/- each Or b) Two Similar completed works costing not less than Rs. 12,00,000/- each Or c) One Similar completed work costing not less than Rs. 19,20,000/- each.	Details to be furnished on bidder's letter head as in section 8.9 along with copies of the purchase orders and letter of successful execution from the concerned Government Organizations (PSU/ Municipalities/ Central or State Government Departments/ Nationalized Banks) or Private Agencies.

8.	The quoted machines/ IT hardware and software should be compliant with the Minimum Technical Specifications mentioned in Section-7 Annexure-A. (Bidders are free to provide higher specifications than minimum technical specifications). If the device is compliant, then only Technical evaluation will be done as per section-8 below. In case of non-complaint bid will be technically rejected. Commercial bid of technically rejected bidders will not be opened.	The bidders should submit Compliance sheet as mentioned in Section 7 along with necessary supporting documents (brochure, factsheet, certificates, etc.) to substantiate the compliance.
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Note: In the absence of any of the required documents, the bids are likely to be rejected.

The Purchaser reserves the right to check / validate the authenticity of the information provided in the Technical Evaluation criteria and the requisite support should be provided by the Bidder.

Please Note:

- Evaluation shall be done based on the information provided in the technical proposal (and subsequent clarification, if any).
- In case the vendor fails to submit a sample device of the proposed make and model on the date suggested by the department, the bid shall be rejected. The address for machines submission/demonstration has been mentioned in Factsheet (**Section 1.1**)
- During the testing, the bidder needs to ensure the availability of appropriate specialist and necessary documentation for testing.
- Tendering Authority reserves right to visit (or conduct telephonic verification) bidder's clients where such a similar project execution has taken place.

4.6. Commercial Bid Evaluation

The commercial bids for technical qualified bidders will be opened. Commercial bids, not substantially responsive or incomplete in any manner, are liable to be disqualified.

The technically qualified bidder with the L1 rates shall be selected. (L1 rate is the lowest rate discovered among financial bids submitted by the technically qualified bidders). The grand total of each group comprising will be taken to evaluation to decide L1 Prices exclusive of any applicable taxes, levies, etc.

The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason, therefore. The Purchaser reserves the right to make changes in terms and conditions of the tender. The Purchaser will not be obliged to meet and have discussions with any of the Bidder and / or to give a hearing on their representations.

4.7. Award of Contract

4.7.1. Notification of Award

Purchaser will notify the successful Bidder in writing by e-mail / courier which needs to be confirmed by the Bidder in writing by email / courier.

4.7.2. Signing of Contract

After the notification of award, Purchaser will issue Purchase Order (PO)/Letter of Intent (LOI). Accordingly, a contract shall be signed between successful bidder and Purchaser or the agency designated by Purchaser. As an acceptance of the PO/LOI, the Bidder shall sign and return back a duplicate copy of the Purchase Order to Purchaser. The bidder shall return the duplicate copy along with a Performance Bank Guarantee within 15 working days from the date of issuance of PO/LOI.

On receipt of the Performance Bank Guarantee, Purchaser or the agency designated by Purchaser shall enter into a contract as given in **Section 12** (Annexure G) with the successful bidder. Successful bidder shall submit two copies of Contract on Rs. 100 stamp Paper to Purchaser.

4.7.3. Performance Bank Guarantee (PBG)

Within fifteen (15) working days from the date of issuance of LOI, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the Purchaser. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee shall be for an amount equivalent to 10% of total opex value. PBG shall be invoked by Purchaser, in the event the Bidder:

- a. fails to meet the overall penalty condition as mentioned in RFP or any changes agreed between the parties,
- b. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Purchaser,
- c. Misrepresents facts/information submitted to Purchaser

In the event of the Bidder being unable to service the terms and conditions for whatever reason(s), Purchaser shall have the right to invoke the PBG. Notwithstanding and

without prejudice to any rights whatsoever of Purchaser under the contract in the matter, the proceeds of the PBG shall be payable to Purchaser as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. If the Performance Bank Guarantee is liquidated /encashed, in whole or in part, during the currency of the Performance Bank Guarantee, the Vendor shall top up the Performance Bank Guarantee with the same amount as has been encashed within 15 days of such encashment without demur.

Purchaser shall notify the bidder in writing of the exercise of its right to receive such compensation within 60 days, indicating the contractual obligation(s) for which the bidder is in default. Purchaser shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

This Performance Bank Guarantee shall be valid only up to the completion of the period of contract and six months thereafter.

4.7.4. Annual Maintenance Contract

The Bidder shall provide comprehensive AMC for a period of 5 years from the date of acceptance sign-off after successful installation and testing of machines.

The equipment, if necessary, will be opened only by the OEM Engineer for repair/otherwise during the AMC period.

The warranty shall cover the equipment/products should be repaired and made operational as per schedule. Failing to do so will attract penalty **as explained in section 3.7.**

Non- adherence to warranty clauses as stipulated in the RFP and not providing technical support during warranty period will be treated as a fraud and action will be taken against the vendor.

Any defect observed within 6 months of the supply shall be treated as manufacturing defect and the bidder shall ensure that the equipment is replaced without making any charge to the Purchaser. The manufacturing defect shall include but not be limited to the following,

- Non-operation of any part / component of equipment(s)

4.7.5. Replacement due to repeated failure

If, during the warranty period, any equipment has any major failure, it shall be replaced by equivalent new equipment by the Vendor at no cost to the purchaser/indenter/buyer.

4.7.6. Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value bidder or call for new bids. In such a case, Purchaser shall invoke the PBG and/or forfeit the EMD.

5. General Terms and Conditions of Contract

5.1. Conditions Precedent

5.1.1 Payment obligations to take effect upon fulfilment of the Condition Precedent

The Contract is subject to fulfilment of the condition's precedent mentioned in clause 5.1.2 below by the Vendor. The Purchaser reserves the right to waive any or all of the conditions specified in clause 5.1.2 below in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have.

5.1.2 The Vendor shall be required to fulfil the Conditions Precedent which are as follows:

- a) Furnishing by Vendor, within 15 days of issuance of POI/LOA by the Purchaser to the Vendor, an unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) equivalent to 10% of the Contract Price, in the form as provided in (Annexure F – **Section 11** of the RFP) and acceptable to the Purchaser which would remain valid until such time as stipulated by the Purchaser.
- b) Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of the contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/Duties/Levies, work permits/clearances for Bidder/Bidder's team, etc.
- c) Furnishing of documents as the Purchaser may specify/ demand.

5.2. Scope of Work

Scope of the work is defined in **Section 3** and annexure thereto of the tender.

Purchaser has engaged Vendor to supply and provide services related to **Group E (II)-SITC and CSMC FOR PERFECT BINDING MACHINE (SINGLE CLAMP)** which the Purchaser intends to perform its business operations. Vendor is required to provide such goods, services and support as the Purchaser may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are consistent with the proposals set forth in the Bid, the Tender and this Contract and are deemed necessary by the Purchaser, in order to meet its business requirements (hereinafter 'scope of work').

5.3. Key Performance Measurements

- i. Unless specified by the Purchaser to the contrary, the Vendor shall deliver the Goods, perform the Services and carry out the scope of work in accordance with the terms of the Contract, Scope of Work and the Service Level Agreement as laid down under **Section 3.7** (Service Level Agreement) of the RFP.
- ii. The Vendor shall commence the performance of its obligations under the Contract from Effective Date and shall proceed to provide Goods and carry out the Services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in the RFP. The Vendor shall be responsible for and shall ensure that all the Goods and Services are performed in accordance with the specifications and that the Vendor's team complies with such specifications and all other standards, terms and other stipulations/conditions set out in the RFP.

5.4. Commencement and Progress

- i. The Vendor shall commence the performance of its obligations in a manner as per the Scope of Work and Service levels and provisions of the RFP from the Effective Date.
- ii. The Vendor shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- iii. The Vendor shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and Service Levels and that the Vendor's team complies with such specifications and all other standards, terms, and other stipulations / conditions set out in the RFP.
- iv. The Vendor shall perform the activities/ services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry. The Vendor shall always act, in respect of any matter relating to the Contract, as faithful advisors to the Purchaser and shall, always, support and safeguard the Purchaser's legitimate interests in any dealings with Vendor' Team and third parties.
- v. The Goods supplied under the Contract shall conform to the standards mentioned in the technical specifications given in the RFP and the terms specified by the Purchaser in the Purchase Order.

5.5. Payment

- i. Purchaser shall make payments to Vendor at the times and in the manner set out in the Payment schedule as specified Payment Terms in **Section 3.6**. Purchaser shall make all efforts to make payments to Vendor within 60 days of receipt of valid, correct and undisputed invoice(s) and all necessary supporting documents. ii. All payments agreed to be made by Purchaser to Vendor in accordance with the RFP shall be inclusive of all statutory levies, duties, taxes and other charges whenever

levied/applicable, if any, and Purchaser shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/or Goods and Services.

- iii. The Vendor will be solely responsible to bear the cost of any items that are not quoted or are under quoted in its Proposal but are required to meet the SLAs or any other requirements as stated in the RFP. No additional payment for these components would be made to the Vendor.
- iv. In case of change in taxes under change in law, appropriate parties shall pass the benefit of the same over and above the Contract Price. In case of such change, Vendor shall submit a formal request with necessary supporting documents to the Purchaser. The Purchaser shall verify these documents and if applicable and approved in writing by the Purchaser, the Vendor shall incorporate such changes into subsequent regular invoice for payment.

5.6. Invoicing and Settlement

- i. The Vendor shall submit its invoices in accordance with the following principles:
 - a) Generally, and unless otherwise agreed in writing between the Parties, the Vendor shall raise an invoice as **per clause 5.11 of the RFP**; and
 - b) Any invoice presented in accordance with this Clause shall be in a form agreed with the Purchaser.
- ii. The Vendor alone shall raise invoice for all the payments after receiving due approval/acceptance of the Goods / Services from the Purchaser.

5.7. Taxes

- i. Vendor shall bear all personnel taxes levied or imposed on its personnel, or any other member of Vendor's team, etc. on account of payment received under the Contract. Vendor shall bear all corporate taxes, levied or imposed on Vendor on account of payments received by it from the Purchaser for the work done under the Contract.
- ii. Vendor agrees that he shall comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.
- iii. Vendors shall fully familiarize themselves about the applicable domestic taxes (such as GST, income taxes etc.) on amounts payable by the Purchaser under the Contract. All such taxes should be included by Bidders in the financial proposal. iv. Should Vendor fail to submit returns/pay taxes in times as stipulated under applicable Indian/State Tax Laws and consequently any interest or penalty is imposed by the concerned authority, Vendor shall pay the same. Vendor shall indemnify Purchaser against all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Purchaser/Prime Bidder.

5.8. Completeness of Contract

- i. The contract will be deemed as incomplete if any component of the hardware, software, quality of service etc., or any documentation / media relating thereto is not delivered, or is delivered but not installed and /or not operational or not acceptable to the Purchaser during acceptance testing / examination.
- ii. In such an event, the supply of hardware, operating system, other necessary software will be termed as incomplete. The IT hardware, machines & required software will be accepted after satisfactory functioning of equipment for a minimum period of 15 days post successful testing by the designated officer at Bhopal. The Warranty/AMC period of such equipment will commence only on acceptance signoff by the designated officer at Bhopal.

5.9. Indemnity

5.9.1 General Indemnity

The Vendor (the "Indemnifying Party") undertakes to indemnify the Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of the Contract.

5.10. Warranty/ CSMC

- i. Under warranty period all the services under the Contract will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and high professional standards used in well-managed operations performing services similar to the services under the Contract. The Vendor represents that it shall use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services hereunder.
- ii. Technical Support shall be provided by the respective OEMs for the period of contract. The Technical Support should include all upgrades, updates and patches to the respective Software applications.
- iii. The Vendor warrants that the Goods supplied under the Contract are new, no refurbished, unused and recently manufactured; shall not be nearing End of sale / End of support; and shall be supported by the Vendor and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.
- iv. The Vendor warrants that the Goods supplied under the Contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All

- recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.
- v. The Vendor further warrants that the Goods supplied under the Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Vendor, that may develop under normal use of the supplied Goods in the conditions prevailing at the field locations.
 - vi. All the equipment shall be supplied with the relevant interface cables and necessary standard accessories. Also, all the equipment shall be provided with ISI standard, 3-pin 5-amp power plugs (as required).
 - vii. The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.
 - viii. Upon receipt of such notice, the Vendor shall, with all reasonable speed, repair or rectify defective goods or replace the defective Goods with similar goods free from defect at Vendor's cost and risk. Any goods repaired or replaced by the Vendor shall be delivered at the Purchaser's premises without costs to the Purchaser. Notwithstanding the foregoing, these are not the sole and exclusive remedies available to the Purchaser in case of breach of any warranty and are also not the sole and exclusive obligations on the Vendor in case of breach of any warranty. ix. If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
 - x. Any OEM specific warranty terms that do not conform to conditions under this Contract shall not be acceptable.
 - xi. Notwithstanding anything contained in the Contract, unless the Purchaser has otherwise agreed in writing, the Purchaser reserves the right to reject Goods which do not conform to the specifications provided in the RFP.

5.11. Payment Schedule

- i. Payment shall be made in accordance with the terms of payment mentioned in **section 3.6** of the RFP.
- ii. The fee amount will be equal to the amount specified in the Commercial proposal. The payments which are linked to acceptance of the Goods and/or Services will be released to Vendor only on satisfactory acceptance of the Goods and/ or Services. iii. The Parties hereto expressly agree, that the Purchaser shall have the right to require supply of Goods by Vendor, and the Vendor shall be obligated to supply such goods and solutions, in accordance with specific instructions placed by the Purchaser in each Purchase Order ("Purchase Order"). The fee payable for such goods and solutions supplied by Vendor shall be paid in accordance with the payment schedule mentioned in the RFP.

- iv. Prices as mentioned in the Commercial Proposal shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the Term. Purchaser however reserves the right to review and negotiate the charges payable for Maintenance and support services of the system at the beginning of each year or at any time at the request of Purchaser whichever is earlier to incorporate downward revisions as applicable and necessary.

5.12. Transfer of Risk and ownership in Goods

- v. Subject to the terms of the Contract, the Vendor shall sell, assign, convey, transfer and deliver to the Purchaser, and the Purchaser shall purchase, receive and accept from the Vendor, all right, title and interest in and to the Goods required to be provided by the Vendor as per the RFP. The Vendor shall not make any substitute for the Goods of any other model, capacity, or manufacturer without the prior written consent of the Purchaser which consent shall not be unreasonably delayed or withheld.
- vi. The Vendor shall arrange for delivery of the Goods to the delivery / installation site identified by the Purchaser (the "Delivery Site" or "Installation Site") as per the Timelines provided in the RFP unless otherwise notified by the Purchaser. In addition to paying all transportation charges for the Goods, the Vendor shall insure, and pay all insurance charges for the Goods till the time of transfer of title and ownership of Goods to the Purchaser.
- vii. Ownership of goods that are part of the Contract shall not pass to the Purchaser unless and until the goods is accepted in accordance with the conditions of the RFP and the Contract and to the entire satisfaction of the Purchaser and an acceptance notification is provided by the Purchaser for to the Vendor. The Vendor shall execute such documents as may be required by the Purchaser for documenting the transfer of title and ownership of Goods. Upon transfer of ownership of the Goods to the Purchaser, the Vendor shall treat such Goods as detailed above in the Contract.

5.13. Term of the Contract

The Contract period shall commence from the date of signing of contract ("**Effective Date**") and shall remain valid for 90 Days post expiry of Warranty of (5) years (as mentioned in **Section 3.5**).

If the delay occurs due to circumstances beyond control of Vendor such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of Vendor, a reasonable extension of time shall be granted by the Purchaser.

5.14. Dispute Resolution

- a) In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

- b) If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of the Contract or regarding any question, including as to whether the termination of the Contract by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) day notice to refer the dispute to arbitration to the other Party in writing.
- c) The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- d) The Arbitration proceedings shall be held in Bhopal, Madhya Pradesh, India.
- e) The Arbitration proceeding shall be governed by the substantive laws of India.
- f) The proceedings of Arbitration shall be in Hindi/English language.
- g) In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of the Madhya Pradesh High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.
- h) Any letter, notice or other communications dispatched to Vendor relating to either arbitration proceeding or otherwise whether through the post or through a representative on the address last notified to the Purchaser by Vendor shall be deemed to have been received by Vendor although returned with the remarks, refused 'undelivered' where about not known or words to that effect or for any other reasons whatsoever.
- i) If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the Purchaser to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- j) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- k) It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- l) The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- m) The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

5.15. Conflict of Interest

Vendor shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise while performing the Services as soon as practical after it becomes aware of that conflict.

5.16. Force Majeure

If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this period exceeding 60 days, either party may at its option terminate the contract PROVIDED ALSO that if the contract is terminated under this clause, the purchaser shall be at liberty take over from the contract at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

5.17. Insurance

The Goods supplied under the Contract shall be comprehensively insured by the Vendor at his own cost, against any loss or damage till successful completion of SITC. The Vendor shall submit to the Purchaser, documentary evidence issued by the insurance company, indicating that such insurance has been taken.

5.18. Performance Security

Vendor should furnish Performance Security to the Purchaser at the time of signing the Contract which shall be equal to 10% of the value of the OPEX and shall be in the form of a Bank Guarantee Bond from a Nationalized / Scheduled Bank in the Performa given in **Section 11** within 15 days after issuance of letter of intent (LOI) or Letter of Award (LoA) which would be valid up to the contract period.

5.19. Liquidated Damages

- i. If the Vendor fails to supply, complete acceptance testing or maintain any or all of the goods as per the contract, within the time period(s) specified in **Section 3.7**,

the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to **0.50 percent of the price of the undelivered and/or not tested stores at the stipulated rate for each week** or part thereof during which the delivery and testing of such stores may be delayed.

- ii. The deduction on account of liquidated damages and/or penalty under the RFP shall not in any case exceed **10 % of the Contract Price**. Once the liquidated damages and/ or penalty reaches maximum, the purchaser may terminate the contract and initiate other appropriate action against the vendor.
- iii. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the bidder in its hands (which includes the Purchaser's right to claim such amount against Bidder's Bank Guarantee) or which may become due to the bidder. Any such recovery or liquidated damages shall not in any way relieve the bidder from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
- iv. Delay not attributable to the Vendor shall be considered for exclusion for the purpose of computing liquidated damages.

5.20. Risk Purchase

If the Vendor fails to perform its obligations (or any part thereof) under the Contract or if the Contract is terminated by the Purchaser due to breach of any obligations of the Vendor under the Contract, the Purchaser reserves the right to procure the same or equivalent Goods / Services from alternative sources at the Vendor's risk and responsibility. Any incremental cost borne by the Purchaser in procuring such Goods /Services shall be borne by the Vendor. Any such incremental cost incurred in the procurement of the such Goods /Services from alternative source will be recovered from the undisputed pending due and payable Payments /Performance Bank Guarantee provided by the Vendor under the Contract and if the value of the Goods /Services under risk purchase exceeds the amount of Performance Bank Guarantee, the same may be recovered, if necessary, by due legal process.

5.21. Limitation of Liability

- i. The liability of the Vendor (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Contract, including the Goods and Services covered by the Contract, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Contract Price.
- ii. The liability of the Purchaser (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Contract shall be limited to the amount of fees remaining to be paid to the Vendor under the Contract.
- iii. Except as otherwise provided herein, in no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims, even if it has been advised of their possible existence.

- iv. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the Vendor given under the Clause shall not be applicable to the indemnification obligations and breach of confidentiality provisions.

5.22. Events of Default by Vendor

- i. The failure on the part of Vendor to perform any of its obligations or comply with any of the terms of the Contract shall constitute an Event of Default on the part of Vendor. The events of default are but not limited to:
- a. The Vendor has failed to perform the obligations under the Contract or failed to execute the scope of work under the Contract;
 - b. the Vendor has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the Vendor to comply with any stipulations or standards as laid down by the Purchaser; or
 - c. the Vendor or its team has failed to conform with any of the service specifications as set out in the RFP or the Contract;
 - d. the Vendor has failed to demonstrate or sustain any representation or warranty made by it in the Contract, with respect to any of the terms of its Proposal, the RFP and the Contract;
 - e. Vendor / Vendor's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and the Contract
 - f. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to Vendor.
 - g. Vendor's Team has failed to comply with or is in breach or contravention of any applicable laws.
 - h. The Vendor has failed to comply with any terms and conditions of the Contract
 - i. Undue delay in achieving the agreed timelines for delivering the services under the Contract; ii. Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to Vendor, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.

5.23. Consequences of Event of Default

Where an Event of Default subsists or remains uncured, the Purchaser shall be entitled to:

- i. Impose any such obligations and conditions and issue any clarifications as may be reasonably necessary to, inter alia, ensure smooth continuation of the Services and the project which the Vendor shall be obliged to comply with. The Vendor shall in addition take all available steps to minimize loss resulting from such event of default.
- ii. Terminate the Contract in full or in part.
- iii. Retain such amounts from the payment due and payable by the Purchaser to the Vendor as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Vendor shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard.
- iv. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce indemnity provisions, recover such other costs/losses and other amounts from the Vendor which may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

5.27 Termination for Breach

The Purchaser may, terminate the Contract by giving the Vendor a prior and written notice of up to 30 days indicating its intention to terminate the Contract under the following circumstances:

- i. Where the Purchaser is of the opinion that there has been such Event of Default on the part of the Vendor which would make it proper and necessary to terminate the Contract and may include failure on the part of the Vendor to respect any of its commitments with regard to any part of its obligations under its Proposal, the RFP or under the Contract.
- ii. Where it comes to the Purchaser's attention that the Vendor (or the Vendor's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Vendor's Proposal, the RFP or the Contract.
- iii. Purchaser may terminate the Contract if it comes to knowledge of the Purchaser that the Vendor or any of the Vendor's personnel have been involved in any fraudulent or corrupt practices or any other practice of similar nature.

5.28 Termination for Convenience

The Purchaser may, by written notice of 60 (sixty) days sent to the SI, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

5.29 Effects of Termination

- i. In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated Term of the Contract or otherwise) the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- ii. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Purchaser under law.

5.30 Termination of Contract due to bankruptcy

Where the Vendor's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Vendor, any failure by the Vendor to pay any of its dues to its creditors, the institution of any winding up proceedings against the Vendor or the happening of any such events that are adverse to the commercial viability of the Vendor, the Purchaser shall reserve the right to take any steps as may be necessary, to ensure the effective transition of the project to a successor Vendor, and to ensure business continuity provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

5.31 Rights other than Termination

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination. The termination provisions set out in this Clause are in addition to any termination rights that the Purchaser may have under the Contract/RFP and are in addition to, and without prejudice to, other rights that the Purchaser may have under law and the Contract.

6. Instructions to Vendors & Buyers

6.1. Purchase Order and Payment Responsibility

Selection of Vendor and placing purchase order shall be discretion of the purchaser / indenter / buyer, which cannot be challenged by any bidder. Raising any objection by other bidders over the selection of Vendor by the purchaser shall amount to violation of the terms & conditions of the contract for which vendor shall be liable for penal and other appropriate actions.

The purchase order shall be placed directly by the authorized officer of Govt. Printing Press- Bhopal, Government of Madhya Pradesh. The purchase order shall be issued exclusively in the name of the vendor and payment shall also be made in the name of the same vendor only. Purchase order issued/received in different name or cheque issued in different name shall not be taken as purchase under the Contract.

The vendor cannot delegate its rights to any institution to receive purchase order or/and payment in its name. If it is found that they have appointed such institution to receive order and payment in its name, strict action shall be taken against the vendor, which may also include termination of contract.

The vendor cannot refuse to supply the items after signing the contract. Refusal shall be violation of the term and condition of the contract and vendor shall be liable for punishment to the extent of blacklisting of the vendor. The nature and quantum of punishment shall be decided by the Purchaser in accordance with the law.

On receipt of the equipment in good condition and acceptance sign-off has been issued concerned indenter/buyer, payment as per payment terms shall be made.

6.2. Acknowledgement of Purchase Order

The vendor shall accept Work Order from the purchaser against this Contract. He shall examine the purchase order immediately on their receipt and bring to the notice of officer placing the work order, within 7 days of the receipt of work order, any discrepancy, with regard to the nomenclature, manufacturers part no. of the stores etc. ordered for due rectification. The letter should be sent by Registered Post. A.D or in-person. Meanwhile, supply of items which are clear for acceptance should not be held up and supplies be arranged by the date mutually agreed upon.

The vendor shall maintain stocks at the equipment and shall make deliveries against Purchase Orders from such stocks as and when required. Upon receipt of a Purchase Order (P.O.), the vendor, within Seven (7) days, intimate to the P.O. issuing authority, the quantity which can be supplied from stocks at the equipment specified in the P.O. and within the Delivery period stipulated therein and the time required to supply the balance.

If the vendor is unable to supply the entire quantity within the time stipulated in the P.O. and intimate the time within which supplies will be made, the Officer placing the P.O. will notify his acceptance (in writing) of the Delivery Time offered by the vendor

or negotiate until an agreement is reached between the P.O. issuing Authority and the dealer.

If the vendor fails to give such intimation within Seven (7) days, it will be taken that the vendor has agreed to supply the stores within the Delivery Date Stipulated in the Purchase order.

In all cases, the Delivery Time as deemed to be accepted by the vendor or agreed upon as aforesaid between him and the officer placing the Purchase Order shall be deemed to be essence of the Contract and delivery should be completed not later than such Date. If in any case, no agreement with respect to the Delivery Time is reached between the vendor and the Officer who has issued the Purchase Order, it shall be lawful for such officer to withdraw the Purchase Order and the vendor shall have no claim in respect of such withdrawal(s).

6.3. Packing & Marking of Goods

Unless specified otherwise, consignment shall be securely and properly packed, and every precaution taken to avoid loss or damage during transit. The packing shall be all-weather proof and sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

Each package should be clearly marked to indicate Description and Quantity of stores, Name and Address of the indenter/buyer, Gross weight of the Package, P.O. No. and Date and the Name of the Vendor.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the purchase order and in any subsequent instructions ordered by the purchaser.

6.4. Dispatch Instruction and Notification

It is essential that Vendor shall intimate the indenter/buyer sufficiently in advance before the actual arrival of Stores at destination (Bhopal), failing which the vendor shall be held responsible for any subsequent discrepancy between actual receipt and the materials detailed in the challan received later.

The stores will be delivered free at indenter's/buyer's end including freight. It will be responsibility of vendor for safe arrival of stores in full and good conditions at indenter's/buyer's specified destination and indenter/buyer will not pay separately for transit insurance, if any.

Product shall confirm to standard Guarantee / Warranty effecting as per **Section 3.7** and

5.10.

6.5. Delivery Documents

Within 24 hours of shipment, the vendor shall notify the indenter/buyer, by email the full details of the shipment including Contract No., Receipt No., Date, Description of Goods, quantity etc.

6.6. Extension of Delivery Period

In case of Force Majeure events, it become apparent to the vendor that the delivery date(s) stipulated in the Purchase Order cannot be adhered to, vendor should apply for extension to the Purchaser giving reasons for the delay and also the date up to which extension is required. The Purchaser may consider such request and if he has no objection, extend the delivery date suitably subject to the following conditions:

- That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, or on account of any Tax or Duty leviable in respect of stores specified in the said Purchase Order which takes place after the agreed delivery date Shall be admissible on such of the said stores as are delivered after the said date.
- That notwithstanding any stipulation in the contract for increase in price or any other ground no such increase which takes place after delivery date shall be admissible on such of the said stores as are delivered after the said date.

6.7. Order Cancellation

The purchaser also reserves the right to cancel the order in the event of one or more of the following circumstances:

- Serious discrepancy in hardware noticed during the pre-dispatch inspection, if any.
- Delay in delivery and acceptance testing beyond a period mentioned in the purchase order.
- Breach by the vendors of any of the terms and conditions of the tender.
- If the Vendor/OEM goes into liquidation voluntarily or otherwise.

In addition to the cancellation of purchase order, the purchaser reserves the right to forfeit the Performance guarantee submitted to the purchaser (in form of Bank guarantee) by the Vendor if it is established that the delay in supply is due to willful negligence on the part of the vendor.

In case the Vendor fails to deliver the quantity as stipulated in the delivery schedule, the Purchaser reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor.

6.8. Delivery Inspection by the Intender / Buyer

The intender / buyer shall physically inspect the equipment supplied and check the list of items and their physical state. During the verification at the time of delivery, mainly the following parameters will be considered:

- Seal put on the packed boxes
- For Box/es with broken seal, the equipment shall not be accepted by the indenter/buyer and the same shall have to be taken back by the vendor at his own risk and cost.
- The vendor shall help in conducting this inspection and satisfy the intender / buyer.

The vendor shall proceed to open the packing and to carry out the testing / installation only after a written acknowledgement has been obtained from the indenter/buyer that the goods have been inspected and found to be in order.

6.9. Delivery and Acceptance Testing

The vendor shall be responsible for delivery and acceptance testing of the equipment (and its accessories) after successful installation and testing of machines at site (Bhopal) of the order and for making them fully operational within timelines mentioned in **Section 3.7** from the date of issuing Work Order.

The vendor shall be responsible for configuring the power management and application related settings in all the items supplied as part of the contract as per the directives provided by the purchaser. The vendor shall note that all the equipment shall be supplied with the relevant interface cables. Also, all the equipment shall be provided with ISI standard (as required).

The Vendor shall depute its technically qualified representatives for configuring and testing the delivered quantity of printing and cutting machines in presence of the designated officer at Department HQ, Bhopal. The designated officer from the Department will inspect all the supplied machines and provide sign-off on acceptance report after successful testing.

The testing shall comprise of at least the following:

- Checking for physical damage of the equipment and its accessories
- Power UP

There shall not be any additional charges payable to the indenter/buyer for carrying out this test. At the end of testing, the vendor shall submit acceptance sign-off issued by the designated officer at Departmental HQ for release of payment.

6.10. Manuals

All equipment will have to be supplied with all the detailed operational and maintenance manuals free of cost.

7. Annexure A: Minimum Technical Specifications

Following are the list of items to be procured under this RFP and their respective technical specifications.

7.1 GROUP – E (II) PERFECT BINDING MACHINE (SINGLE CLAMP)

SUB GROUP – E (II)

Code: MP/4/(II)

Sr No.	Descriptions	Required Specifications	Tenderer's remarks
1	Model	Please Specify	
2	Clamp	Single	
3	Speed / Hours	>=450 Books	
4	Max. Spine Length	<=470mm	
5	Power Required	Please Specify	
6	Adhesive	Hot Melt	
7	Spine thickness range	2mm - 50mm	
8	Changeover time	<10 mins	
9	Cover thickness	80 to 300 GSM	
10	Cover Feeding	Manual	
11	Initial Adhesive warm-up time	<45 mins	
12	Heater (KW)	Please Specify	
13	Side gluing	Required	
14	Application of Gluing with no. of rollers for spine & side	Please Specify	
15	Life of machine	10 years	

8 Annexure B: Formats for submission of Technical bid

8.1. Technical Bid Checklist

Document	Prescribed Format	Compliance (Yes / No / NA)
RFP Document Fees	None	
Earnest Money Deposit	None	
Technical Bid Covering Letter	Section 8.2	
Company Profile	Section 8.3	
a) Copy of Certification of Incorporation/Registration Certificate b) PAN card c) GST registration	None	
Certificate from the Statutory Auditor on turnover details from supply and servicing of paper printing and cutting machines over the last three (3) financial years (FY 2017-18, FY 2018-19 and FY 2019-20)	Section 8.10	
Power of Attorney to authorized signatory of the proposal <i>to be accompanied with Board resolution</i>	Section 8.4	
Letter from OEM authorizing bidder to quote OEM's products in this tender	Section 8.5	
No Deviation Certificate	Section 8.6	
Self-declarations certificate from OEM and bidder verifying that neither OEM nor bidder have been blacklisted	Section 8.7& Section 8.8	

Experience of supplying similar machines in Government Organizations (PSU/ Central or State Government Departments) in India in the last three financial years (i.e. 2017-18, 2018-19, 2019-20)	Section 8.9	
---	--------------------	--

8.2. Technical Bid Covering Letter

[On Bidder's Letterhead]

Date.....

To

The Controller, Govt. Printing and stationery,
Maida Mill Road, Bhopal, Madhya Pradesh

Sub: Request for Proposal (RFP) for Selection of vendor for procurements of

GROUP – E (II)

SITC & CSMC FOR PERFECT BINDING MACHINE (SINGLE CLAMP)

Ref: RFP No. <<.....>> **dated** <<

Dear Sir,

With reference to your "Request for Proposal (RFP) for Selection of vendor for procurements of **GROUP – E (II)** SITC & CSMC FOR PERFECT BINDING MACHINE (SINGLE CLAMP)", we hereby submit our Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the Purchaser can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency
- b. We have submitted EMD and Tender fee online through e-Tender Portal www.mpeproc.gov.in
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.

- d. We agree to abide by our offer for a period of 180 days from the date of opening of Technical bid prescribed by Purchaser and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the machines as stipulated in the RFP document
 - ii. We affirm that the prices quoted are inclusive of delivery, installation, testing, training, providing necessary support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h. We understand that the Purchaser may cancel the bidding process at any time and that Purchaser is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact _____ email at

Thanking you,

Yours sincerely,

(Signature of the bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

8.3. Company Profile

[To be submitted on bidder's Letter Head]

A. Bidder Details

S. No.	Particulars	Details
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation date and number	
6.	GST Registration number	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	EMD details	

B. Certificate of Incorporation

C. Bidder Financial Details

8.4. Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for Procurement of Paper printing and cutting machines, including signing and submission of the RFP response, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Agreement is entered into with **The Controller ,Govt. Printing and stationery Press, Bhopal** and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 2021

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Note: The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

8.5. Format of Authorization Letter to be issued by OEM

[On Letter head of OEM]

Date:.....

To

The Controller, Govt. Printing and stationery,
Maida Mill Road, Bhopal, Madhya Pradesh

Sub: Authorization of <<company name >> to provide services based on our product(s)

Ref: Request for Proposal (RFP) for Selection of vender for procurements of
GROUP – E (II) SITC & CSMC FOR PERFECT BINDING MACHINE (SINGLE CLAMP)

(Tender No: _____ Dated:

___/___/___)

Dear Sir,

This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products listed below. I/We confirm that,

- <Name of Bidder> have due authorization from us to provide product listed below and related services of warranty, licensing and maintenance on the products, to the Purchaser, as per your RFP for Empanelment of Agencies for Supply and maintenance of printing machine.
- We endorse the terms and condition specified in the RFP, contracting and licensing terms provided by <Bidder> to the Purchaser
- We endorse the warrant for the products for a period of 12 months commencing from the date of acceptance sign-off. The warranty shall cover all the components and subcomponents of the supplied printing machines including necessary accessories.
- We also certify that the below mentioned product being supplied by the <Bidder> meets the minimum specifications given in the RFP.

Product Name

Remarks

Signed on behalf of M/s _____ (Name of OEM)

Name and Designation of Signatory:

Place:

Date:

Note: The letter of authority should be signed by a person competent and having the power of attorney to bind the OEM.

8.6. No Deviation Certificate

[On Bidder's Letterhead]

Date:.....

The Controller, Govt. Printing and stationery,
Maida Mill Road, Bhopal, Madhya Pradesh

Dear Sir,

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work and Minimum Technical Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

8.7. Self-Declaration by OEM for not being blacklisted

[On OEM's Letterhead]

Date:.....

To

The Controller, Govt. Printing and stationery,
Maida Mill Road, Bhopal, Madhya Pradesh

Subject: Undertaking for not being blacklisted

We M/s _____ (Name of the OEM) having head office at _____ undertake the following

We M/s _____ (Name of the OEM) are not blacklisted by the Central Government, State Governments or Government Corporations or Private Agencies in India as on date of bid submission.

Signed on behalf of M/s _____ (Name of OEM)

Name and Designation of Signatory:

Place:

Date:

8.8. Self-Declaration by bidder for not being blacklisted

[On Bidder's Letterhead]

Date:.....

To

The Controller, Govt. Printing and stationery,
Maida Mill Road, Bhopal, Madhya Pradesh

Subject: Undertaking for not being blacklisted

We M/s _____ (Name of the Bidder) having head office at
_____ undertake the following

*We M/s _____ (Name of the Bidder) are not blacklisted by the
Central Government, State Governments or Government Corporations/ Private
Agencies in India as on date of bid submission.*

Signed on behalf of M/s _____ (Name of Bidder)

Name and Designation of Signatory:

Place:

Date:

8.9. Experience of executing similar projects for Government/ PSU/ Private Printing Press in India

<To be provided each project separately>

Name of the project	
Client for which the Machines were supplied	
Name and contact details of Nodal officer	
Purpose of Device	
Scope of Services	
Make and Model of Machines provided	
Quantity Supplied	
Value of the Order (in INR)	
Start Date	
Completion Date	
Enclosure(s)	
Work Order received from Client Other documents, if any	

8.10. Turnover and Net worth Certificate

Ref: Request for Proposal (RFP) Notification dated..... No.....

Sub: Financial Turnover from supply and servicing of paper supplying paper printing and binding machines and associated IT hardware and software

We have examined the books of accounts and other relevant records of <<Bidder Name >> along with << registered address>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the Financial Annual Turnover from supply and servicing of paper machines for three (3) years i.e. from FY 2018-19 FY 2019-20 to FY 2020-21 as per details given below:

Financial Information (In Crores)	FY 2017-18	FY 2018-19	FY 2019-20
Financial Turnover from supply and servicing of paper printing and binding machines other related items.			
Financial Net Worth			

9. Annexure D: Format for Commercial Bid

The rate in the commercial bid would have to be filled in the following format.

Group – E (II)

SITC & CSMC FOR PERFECT BINDING MACHINE (SINGLE CLAMP)

Tender Inviting Authority:	The Controller, Govt Printing and stationary, Bhopal								
Name of the work:	SITC & CSMC FOR PERFECT BINDING MACHINE (SINGLE CLAMP)								
Tender Reference Number:	XXXXXXX								
Name of the Bidder/ Bidding Firm / Company :	XXXXXXX								
PRICE SCHEDULE									
DOMESTIC TENDERS - RATERS ARE TO BE GIVEN IN RUPEES (INR) ONLY									
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relavant columns, else the bidder is liable to be rejected for this tender. Bidder are allowed to enter the Bidder Name and Values only)									
NUMBER # Sr. No. & Code No.	TEXT # Item Description	NUMBER # Quantity	TEXT # Units	NUMBER # Unit Price Per Resource in INR	NUMBER # Applicable GST in INR (18 %)	NUMBER # Unit Rate with GST in INR (5+6)	NUMBER # Total Rate with GST in INR (7*3)	NUMBER # Total amount in words	TEXT #
1	2	3	4	5	6	7	8	9	
Group - E2 SITC & CSMC FOR PERFECT BINDING MACHINE (SINGLE CLAMP)									
MP/4/E(II)	SITC of PERFECT BINDING MACHINE (SINGLE CLAMP) (CAPEX)	2	Number	0	0	0	0		
	Cost of CSMC (OPEX)	5	Years						
	Grand Total Price								
	Grand Total Price (In words)								

Note:

- i. The bidder should take care that rate mentioned sufficiently covers the expenses that the bidder shall incur on the project as mentioned in the scope of work. There should not be any separate cost for each item. The indicative list of cost items in the bidders scope of work are Cost of equipment, additional accessories, Installation Charges, Comprehensive Onsite Warranty Charges, Transportation & Forwarding Charges to the site and Insurance to cover equipment during transit, up to acceptance testing of equipment at the respective sites and handing it over to end-user
- ii. The Unit Price quoted above should be exclusive of GST. No price variation shall be permissible for relating to increase in customs duty, taxes, dollar price variation, etc.
- iii. Unit Price (Exclusive of GST) will be considered for deciding lowest bidder during commercial bid evaluation.

10. Annexure F: Performance Bank Guarantee / Security Deposit

[On Bidder's Letterhead]

Date:.....

To

The Controller, Govt. Printing and stationery,

Maida Mill Road, Bhopal, Madhya Pradesh

WHEREAS _____ (Name of Supplier) hereinafter called "the Supplier" has undertaken, purchase of Contract No. _____ dated, _____ 20__ to supply _____ (Description of goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the supplier shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's Performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein

Seal of Guarantors

Date _____

Address: _____

11. Annexure G: Draft Contract Form (CF)

THIS AGREEMENT made the _____ day of _____ 20__

BETWEEN THE CONTROLLER GOVT. printing and stationery

The **Govt. Printing and stationery** having its office at Maida Mill Road, Bhopal – 462011. (hereinafter referred to as "**GPP**") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

<Name of the Successful Bidder / Vendor> (hereinafter referred to as the "**Contractor**") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its corporate office at <Office / communication address of the Bidder / Vendor> of the Second Part.

WHEREAS the contractor has tendered for providing services to Govt. Printing Press, Bhopal Madhya Pradesh as per the terms and conditions mentioned in the <Provide Reference to the Annexure of the RFP containing the contract> of the Request for Proposal (from herein after referred to as "RFP") and the all subsequent corrigendum's published document, at a value as per the Commercial Bid submitted in response to the RFP.

Whereas such tender has been accepted and the contractor has deposited / provided Bank Guarantee to Govt. Printing Press, Madhya Pradesh for the sum of **Rs. <Amount> /-** (Rupees <Amount> only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The contractor has accepted the contract on the terms and conditions set out in the tender notice No: <Tender Document Number> dated <Date> as well all response to queries via email dated <dates of all Communication> and corrigendum issued on <dates of all corrigendum> which shall hold good during period of this agreement.

Refund of deposit shall be based on the timelines, terms and conditions as has been specified in the RFP and shall form a part of the contract. In absence of any timeline specified the deposit shall after the expiration of 6 months from the date of efflux of the contract, be returned to the contractor but without interest and after deducting there from any sum due by the contractor to Govt. Printing Press- Bhopal, Madhya Pradesh under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of <period of Contract> months from the date of entering into the contract or the end of <any time period of the validity of the contract as specified in the RFP>, whichever is later, but Govt. Printing Press- Bhopal, Madhya Pradesh may cancel the contract at any time upon giving one month's notice in writing without compensating the contractor.

In witness whereof the said Contractor hath set his hand hereto and the Govt. Printing Press- Bhopal, Madhya Pradesh has affixed his hand and seal thereto the day and year first above written.

All terms and conditions as specified in the RFP, clarifications issued, and corrigendum issued in regard to the Ref. No. : <Tender document Number> as has been mentioned above in the document shall stand in force unless has been expressly agreed to in writing by both the parties.

The Contractor shall be responsible to abide and shall be liable to deliver at bear minimum to the requirements/deliverables as has been specified to in the RFP, clarifications issued and corrigendum issued in regards to the Ref. No. : <Tender document Number> as has been mentioned above and any higher deliverables as has been committed to by the Contractor in the Proposal or any subsequent document submitted to & accepted by Govt. Printing Press- Bhopal, Madhya Pradesh as part of award of the Contract.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) <Reference to be drawn to all relevant documents such as RFP, Clarification, Corrigendum, Technical Bid, Letters from Contractor accepting abidance by RFP>

IN WITNESS whereof the parties hereto have signed this on the _____day, _____month and _____year first herein above written.

Signed, sealed and delivered

By

Controller

For and on Behalf of

The Controller Govt. Printing and Stationery, Bhopal, Government of Madhya Pradesh

Signed, Sealed and delivered

By

For and on behalf of "<vendor> "

Witnesses :

(1)

(2)